

Exhibit “A”



Notice of Service of Process

Transmittal Number: 29615251
Date Processed: 08/02/2024

Primary Contact: Sandra Adams
United Services Automobile Association
9800 Fredericksburg Rd
San Antonio, TX 78288-0002

Electronic copy provided to: Ruby Esquivel
Griselda Mejia
Carmen Solis

Entity:	USAA Casualty Insurance Company Entity ID Number 3692525
Entity Served:	USAA Casualty Insurance Company
Title of Action:	Preston Clark vs. USAA Casualty Insurance Company
Matter Name/ID:	Preston Clark vs. USAA Casualty Insurance Company (16065852)
Document(s) Type:	Summons/Complaint
Nature of Action:	Contract
Court/Agency:	Los Angeles County Superior Court, CA
Case/Reference No:	24SMCV03542
Jurisdiction Served:	California
Date Served on CSC:	08/01/2024
Answer or Appearance Due:	30 Days
Originally Served On:	CSC
How Served:	Personal Service
Sender Information:	The Novak Law Firm, P.C. 310-921-8712

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

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SUMMONS
(CITACION JUDICIAL)

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

USAA CASUALTY INSURANCE COMPANY; DOES 1 to 99, inclusive; ROES 1 to 99, inclusive,

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/24/2024 12:05 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Sam, Deputy Clerk

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
PRESTON CLARK

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): I ASC-Santa Monica Courthouse
1725 Main St., Santa Monica, CA 90401

CASE NUMBER:
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Sean M. Novak, Esq., THE NOVAK LAW FIRM, P.C., 2609 N. Sepulveda Blvd., Manhattan Beach, CA 90266, (310) 921-8712

DATE: Clerk, by _____, Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): USAA CASUALTY INSURANCE COMPANY.
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☒ other (specify): business entity, form unknown
4. ☒ by personal delivery on (date):

1 referred to as "USAA") was and is a business entity, business form unknown, authorized
2 to conduct business, and conducting business, in the State of California, with a principal
3 place of business located in the County of Los Angeles, in the State of California.

4 3. Plaintiff is informed and believes, and thereon alleges, that at all relevant
5 times defendants USAA, DOES 1 to 99, inclusive and ROES 1 to 99, inclusive, were and
6 are insurance companies with insurance contracts providing insurance coverage and
7 benefits to Plaintiff as contractual insureds and beneficiaries.

8 4. The true names or capacities, whether individual, corporate, associate or
9 otherwise, of the Defendants designated herein as Does 1 to 99, inclusive, are unknown
10 to Plaintiff, who therefore sue said Defendants by such fictitious names, and Plaintiff
11 will seek leave to amend this Complaint at such time as the true names and/or capacities
12 are ascertained. The true names or capacities, whether individual, corporate, associate or
13 otherwise, of the Defendants designated herein as Roes 1 to 99, inclusive, are unknown
14 to Plaintiff, who therefore sues said Defendants by such fictitious names, and Plaintiff
15 will seek leave to amend this Complaint at such time as the true names and/or capacities
16 are ascertained.

17 5. Plaintiff is informed and believes, and thereon alleges, that each of the
18 Defendants designated herein as a Doe is negligently or otherwise responsible in some
19 manner for the events and happenings referred to, and negligently and/or otherwise
20 caused the injuries and damages to Plaintiff as herein alleged.

21 6. Plaintiff is informed and believes, and thereon alleges, that at all times
22 herein mentioned, each Defendant, whether known or unknown and whether sued by
23 name or as a Doe defendant, was the agent, principal, joint venturer, employee and/or
24 employer of each of the remaining Defendants and at all relevant times was acting
25 within the scope and course of said agency and/or employment.

26 **GENERAL FACTUAL ALLEGATIONS**

27 7. On and before October 16, 2022, Plaintiff had in force and effect a written
28 contract of insurance (hereinafter referred to occasionally as the "Insurance Contract")

1 with defendants USAA, and/or ROES 1 through 99, inclusive which provided, inter alia,
2 for insurance of Plaintiff's vehicle, identified herein as a Porsche 911, for reimbursement
3 of any damages or losses to said vehicle incurred, and for reimbursement of loss of
4 earnings related to any damages related to loss of use of said vehicle. Relevant provisions
5 of such policy are alleged herein in *haec verba*, and incorporated by reference to the
6 insurance contract with designated policy number 01425 07 42C 7101. Plaintiff was
7 direct beneficiaries of said policy and was fully insured thereunder on and before all
8 relevant dates.

9 8. At all times herein mentioned, Plaintiff paid premiums to defendants
10 USAA, and/or ROES 1 through 99, inclusive in accordance with the terms and conditions
11 of the Insurance Contract. Furthermore, at all times herein mentioned, all premiums had
12 been paid in a timely fashion by Plaintiff.

13 9. On October 16, 2022, Plaintiff's vehicle was damaged in a collision through
14 no fault of Plaintiff. Following appropriate procedures, Plaintiff reported the incident and
15 damages to the defendants.

16 10. As such, in accordance with the terms of his Insurance Contract with
17 defendants, Plaintiff promptly notified defendants, and each of them, that Plaintiff had
18 suffered a loss related to the subject vehicle.

19 11. Defendants acknowledged receipt of Plaintiff's claim and communicated to
20 Plaintiff that they would be investigating the loss.

21 12. On or about May 10, 2023, defendants, and each of them, sent Plaintiff
22 correspondence advising Plaintiff that the defendants refused to honor the express terms
23 of the insurance contract, and refused to pay full compensation to Plaintiff for losses and
24 damage related to Plaintiff's vehicle.

25 13. Following the denial of the claim, Plaintiff has repeatedly requested that
26 defendants, and each of them, fully compensate Plaintiff for the damages to for loss of the
27 subject vehicle pursuant to the express terms of the Insurance Contract. Plaintiff further
28

1 requested reimbursement for rental vehicle expenses, and loss of earnings under the
2 express terms of the Insurance Contract.

3 14. Beginning on or about October 16, 2022 to present, defendants, and each of
4 them, unjustifiably refused to compensate Plaintiff for complete losses in spite of the
5 express obligation to do so. Plaintiff has repeatedly demanded payment of all sums owed
6 by defendant between October 16, 2022 and the present. Defendants have unjustifiably
7 refused to tender all sums owed to Plaintiff.

8 **FIRST CAUSE OF ACTION**

9 **(Breach of Written Contract)**

10 **(Alleged Against All Defendants)**

11 15. Plaintiff re-alleges and incorporates by reference each and every allegation
12 in paragraphs 1 through 16, inclusive of this Complaint as though fully set forth herein.

13 16. On or about October 16, 2022, Plaintiff made an initial timely claim for
14 losses to defendants, and each of them, pursuant to the terms of Plaintiff's insurance
15 policy. In support of Plaintiff's claim, Plaintiff presented documents and evidence
16 reasonably sufficient for defendants to evaluate and determine the full value of Plaintiff's
17 damages and injuries at that time.

18 17. Beginning on or about October 16, 2022 to present, despite repeated
19 requests and demands therefor, and the providing by Plaintiff of substantial
20 documentary and other evidence supporting Plaintiff's claim, effective coverage, and the
21 value of the claim thereof, defendants repeatedly and unjustifiably failed and refused to
22 pay Plaintiff for substantial damages and denied Plaintiff's compensation for the
23 reasonable value of Plaintiff's claim.

24 18. In spite of numerous demands, to date defendants, and each of them,
25 continue to unjustifiably refuse to pay to Plaintiff insurance benefits due and owing
26 relating to Plaintiff's claim and losses. Defendants have never offered any valid written
27 explanation or justification for their failure and refusal to pay Plaintiff the reasonable
28 value of Plaintiff's claim.

1 19. Beginning on or about October 16, 2022 to present, defendants, and each of
2 them, were bound both legally and pursuant to the terms of the parties' Insurance
3 Contract to promptly, reasonably and equitably pay to Plaintiff the full value of
4 Plaintiff's losses. Defendants, and each of them, failed and refused to comply with these
5 requirements of the policy.

6 20. At all times mentioned herein, the afore-described written insurance policy
7 was in full force and effect.

8 21. At all times mentioned herein, Plaintiff had performed all of Plaintiff's
9 obligations pursuant to the terms of said written contract of insurance.

10 22. Defendants' failure and refusal to promptly pay such proceeds to Plaintiff
11 constitutes a violation of the terms and conditions of said written contract of insurance.
12 Furthermore, defendants failure to fully and fairly compensate Plaintiff for Plaintiff's
13 losses, and their intentional deception of Plaintiff constitutes a violation of the terms and
14 conditions of said written contract of insurance. Defendants, and each of them, by their
15 acts and omissions, knowingly and intentionally breached the terms of said written
16 contract of insurance.

17 23. Plaintiff is informed and believes that defendants, and each of them,
18 routinely engage in the practice of breaching their contracts with their policy holders by
19 refusing to pay benefits owed under insurance contracts. Defendants also routinely
20 engage in the practice of undervaluing claims submitted to them by insureds, and
21 attempting to coerce insureds to settle claims for values below the fair and full value.

22 24. As a direct result of defendants' wrongful breach of the said written
23 insurance contract, as alleged herein, there is now due and owing from defendants, and
24 each of them, the full amount of Plaintiff's losses, subject to proof at trial, and legal
25 interest on the principal amount for the period commencing October 16, 2022 and
26 continuing up through the present time.

27 25. As a further direct result of the defendants' wrongful breach of the said
28 written insurance contract, as alleged herein, Plaintiff's claim for benefits under the said

1 insurance policy was denied and/or not fully and promptly paid, and Plaintiff was caused
2 to be without the use of such funds. The reasonable and foreseeable monetary damage
3 resulting from such loss of use is presently not fully ascertained, but subject to proof at
4 trial.

5 **SECOND CAUSE OF ACTION**

6 **(Bad Faith - Breach Of The Duty Of Good Faith & Fair Dealing)**

7 **(Alleged Against All Defendants)**

8 26. Plaintiff re-alleges and incorporates by reference each and every allegation
9 in paragraphs 1 through 25, inclusive of this Complaint as though fully set forth herein.

10 27. Subsequent to above-referenced motor vehicle loss that occurred on or about
11 October 16, 2022, and in accordance with the terms and conditions of the insurance
12 policy issued by defendants, and each of them, Plaintiff submitted to defendants on
13 October 16, 2022 a claim for benefits, and requested payment of such benefits under the
14 aforesaid policy.

15 28. At all times mentioned herein, defendants, and each of them, as the parties
16 with whom Plaintiff entered into Plaintiff's contract of insurance, owed Plaintiff a duty of
17 good faith and fair dealing with respect to all transactions relative to the aforesaid policy
18 of insurance coverage.

19 29. At all times herein mentioned, the aforesaid duty of good faith and fair
20 dealing reasonably required, inter alia, that defendants, and each of them, attempt in
21 good faith to act in conformity with Section 790.03(h) of the California Insurance Code
22 and thereby to desist from certain prohibited practices relative to the adjustment and
23 handling of claims of the type and kind submitted by Plaintiff herein.

24 30. Defendants, and each of them, breached their duty of good faith and fair
25 dealing owed to Plaintiff by failing and refusing to make a good faith offer to resolve
26 Plaintiff's claim.

27 31. Defendants, and each of them, breached their duty of good faith and fair
28 dealing owed to Plaintiff by failing and refusing, without justification, to promptly pay

1 any of the money owed to Plaintiff to compensate Plaintiff for Plaintiff's losses and
2 damage sustained in the above-referenced incident.

3 32. Defendants, and each of them, breached their duty of good faith and fair
4 dealing by intentionally withholding and refusing to pay Plaintiff benefits due and owing
5 under the insurance contract between October 16, 2022 and the present.

6 33. Defendants, and each of them, breached their duty of good faith and fair
7 dealing by intentionally withholding and refusing to pay medical benefits due and owing
8 under the insurance contract between October 16, 2022 and the present.

9 34. Defendants, and each of them, breached their duty of good faith and fair
10 dealing owed to Plaintiff by intentionally misrepresenting to Plaintiffs the true value of
11 Plaintiff's property, and the actual value of Plaintiff's losses. Defendants, and each of
12 them, also intentionally concealed from Plaintiff the full extent of benefits available
13 under the insurance contract.

14 35. Defendants, and each of them, have further breached their duty of good
15 faith and fair dealing owed to Plaintiff by failing to act in conformity with Section
16 790.03(h) of the California Insurance Code in the following respects:

- 17 a. Failing to pay proceeds to Plaintiff at a time when defendants, and
18 each of them, knew that Plaintiff was entitled to said proceeds under
19 the terms of said contract of insurance;
- 20 b. Withholding payments from Plaintiff while knowing Plaintiff's claim for
21 proceeds under said contract of insurance to be valid;
- 22 c. Completely and continually failing to pay appropriate benefits pursuant to
23 said claim at a time when defendants, and each of them, had insufficient
24 information within their possession to justify said action;
- 25 d. Failing to reasonably, promptly and fairly investigate and process Plaintiff's
26 claim for loss of benefits under said contract of insurance;
- 27 e. Not attempting in good faith to effectuate a prompt, fair and equitable
28 settlement of Plaintiff's claim for benefits where liability under the

1 aforesaid insurance policy had become reasonably clear;

2 f. Failing to provide a reasonable explanation in writing, or any explanation,
3 for the basis relied upon in the subject contract of insurance, in relation to
4 the applicable facts, for the denial of Plaintiff's claim for appropriate
5 benefits;

6 g. Ceasing and refusing to respond to Plaintiff's written inquiries, abandoning
7 Plaintiff and ignoring their insureds in violation of the express terms of the
8 insurance contract and the California Insurance Code;

9 h. Creating new and different obstacles to processing, handling and adjusting
10 of Plaintiff's claim despite the fact that no such obstacles were reasonable,
11 necessary or consistent with defendants' written policies and procedures;

12 i. Engaging in tactics designed to delay Plaintiff's claim long enough that they
13 would give up her pursuit of the claim and/or be barred from pursuing their
14 claim due to running of applicable statutes of limitations;

15 j. Converting funds that were due and owing to Plaintiff;

16 k. Performing such other acts, and by failing to perform such other acts, of
17 which Plaintiff are presently ignorant, but Plaintiff will ask leave of court
18 to amend this complaint at such time as Plaintiff discover such other acts
19 and omissions constituting such breach.

20 36. In performing the aforementioned acts and omissions in violation of the
21 implied covenant of good faith and fair dealing, defendants, and each of them, and by
22 their agents, acted both directly and through their agents.

23 37. At all relevant times, defendants and its agents knew that Plaintiff was
24 entitled to the benefits of the Insurance Contract. Despite having everything needed to
25 evaluate Plaintiff's claim, defendants intentionally withheld payment of insurance policy
26 benefits from Plaintiff. Defendants did so to save money.

27 38. Under the Insurance Contract, Plaintiff had a right to receive the Benefits
28 from defendants. In willful and conscious disregard of Plaintiff's right to said benefits,

1 defendants refused to pay Plaintiff said benefits. In doing so, defendants acted
2 maliciously and oppressively in that it subjected Plaintiff to cruel and unjust hardship
3 and did so with a willful and conscious disregard of Plaintiff's rights.

4 39. Due to the nature of the benefits, defendants knew that Plaintiff needed
5 these benefits to offset lost wages due to loss of the subject vehicle. Ultimately, Plaintiff
6 was without income from their business due to the loss of the vehicle and without the
7 benefits that defendants had contractually promised to pay.

8 40. As a direct and proximate result of the aforementioned wrongful conduct by
9 defendants, and each of them, and by their agents, Plaintiff has sustained mental
10 anguish, and mental, emotional and physical pain and suffering, all to Plaintiff's general
11 damage in an amount as yet unascertained, but subject to proof at trial.

12 41. As a further direct and proximate result of the aforementioned wrongful
13 conduct, Plaintiff has suffered, and will continue to suffer in the future, monetary
14 damages, plus interest thereon, in an amount as yet not fully ascertained, but subject to
15 proof at trial.

16 42. As a further direct and proximate result of the aforementioned wrongful
17 conduct, Plaintiff has incurred costs and expenses for prosecution of the present action,
18 including expert witness fees, costs, and expenses in prosecuting the present action, all
19 in an amount not yet fully ascertained, but to be shown according to proof at trial.

20 43. Pursuant to *Brandt v. Superior Court*, 37 Cal.3d 813 (1985), Plaintiff will
21 seek recovery of all attorney's fees reasonably incurred to compel the payment of the
22 wrongfully withheld benefits under the insurance contract.

23 44. As a further direct and proximate result of the aforementioned wrongful
24 conduct, Plaintiff has suffered additional extra-contractual and irreversible income loss,
25 and loss of earnings, all in an amount as yet not fully ascertained, but subject to proof at
26 trial.

27 45. Plaintiff is informed and believes, and thereon allege, that the
28 aforementioned conduct of defendants, and each of them, and by through their agents,

1 was malicious and oppressive and done with an intent to damage, hurt, vex, frustrate,
2 and injure Plaintiff, and to repeatedly deny her the benefits of her insurance coverage
3 without any justification. The afore-described conduct of defendants has been knowingly
4 performed for the purpose of delaying her claim long enough that they would give up
5 their pursuit of the claim, despite the fact that Plaintiff had a right to the benefits owed
6 to them.

7 46. The afore-described conduct of defendants has also been knowingly
8 performed with the intent to keep creating new and different obstacles to processing,
9 handling and adjusting of the claim despite the fact that no such obstacles are
10 reasonable, necessary or consistent with defendants' written policies and procedures.

11 47. As a result of defendants' intentional, malicious and oppressive conduct,
12 Plaintiff is entitled to punitive and exemplary damages in an amount as yet
13 unascertained, but sufficient to punish and make an example of defendants, and each of
14 them.

15 **THIRD CAUSE OF ACTION**

16 **(Fraud/Deceit)**

17 **(All Defendants)**

18 48. Plaintiffs re-alleges and incorporates by reference each and every allegation
19 in paragraphs 1 through 47, inclusive of this Complaint as though fully set forth herein.

20 49. When Plaintiff obtained the Insurance Contract from defendants,
21 defendants, as an entity, promised in writing that it would provide benefits related to
22 Plaintiffs' loss of the subject vehicle and lost wages. Plaintiff alleges on information and
23 belief that, when defendants promised to provide said coverages to Plaintiff, defendants
24 had no intention of paying the full amount of the promised benefits to Plaintiff.

25 50. Had Plaintiff known that defendants would not honor the provisions of the
26 Insurance Contract, Plaintiff would not have purchased these coverages from defendants.
27 Plaintiff reasonably relied on defendants' promise that they would pay said benefits in
28

1 accordance with the Insurance Contract. Defendants offered these coverages to Plaintiff
2 with the intent that Plaintiff would purchase said coverages.

3 51. Beginning in or about October 16, 2022, said defendants and each of them,
4 made numerous intentional misrepresentations to Plaintiff. USAA's employee Hasani
5 Nunez-Arellano (hereinafter, "Ms. Arrellano") made these misrepresentations to Plaintiff
6 with the intent to deceive them as to the Plaintiff's rights under the Insurance Contract.

7 52. Plaintiff alleges on information and belief that, at all relevant times, Ms.
8 Arrellano was a managing agent of defendants. Plaintiff further alleges on information
9 and belief that defendants authorized and ratified Ms. Arrellano's misrepresentations to
10 Plaintiff. Ms. Arrellano made the following misrepresentations to, and concealment of
11 facts from, Plaintiff in numerous written correspondence from October, 2022 to
12 approximately July, 2023:

- 13 a. Defendants concealed from Plaintiff that they were bound both legally and
14 pursuant to the terms of the parties' contract of insurance, to promptly,
15 reasonably and equitably pay to Plaintiff the full and true value of
16 Plaintiff's claim;
- 17 b. Defendants, and each of them, intentionally and repeatedly deceived
18 Plaintiff as to the full and true value of Plaintiff's claim with the purpose of
19 inducing Plaintiff to settle Plaintiff's claim for no money or for an amount
20 far below the true value of the claim;
- 21 c. Defendants, and each of them, knowingly performed or had performed a
22 false evaluation and estimate of the value of Plaintiff's vehicle and other
23 losses in an effort to deceive Plaintiff as to the extent of Plaintiff's actual
24 damages and the true value of the claim;
- 25 d. Altering or doctoring Plaintiff's original insurance contract in order to
26 conceal the availability of policy benefits to Plaintiff;

- e. Making repeated and constant misrepresentations of material facts with the intent to delay Plaintiff's claim long enough that Plaintiff would give up Plaintiff's pursuit of the claim;
- f. Making misrepresentations designed to create new and different obstacles to processing, handling and adjusting of Plaintiff's claim despite the fact that no such obstacles were reasonable, necessary or consistent with defendants' written policies and procedures;
- g. Intentionally misrepresenting the terms of Plaintiff's insurance contract in order to attempt to justify refusal to disburse policy benefits owed to Plaintiff;
- h. Such other and further misconduct not presently known, but subject to ascertainment during the discovery process.

53. At the time defendants, and each of them, made their misrepresentations to Plaintiff, defendants knew said misrepresentations to be false. These misrepresentations were made in a deliberate effort to deceive and defraud Plaintiff, and to induce Plaintiff to act in reliance on these misrepresentations in the manner hereinafter alleged, or with the expectation that Plaintiff would so act.

54. The intentional misrepresentations made by defendants, and each of them, to Plaintiff regarding payment of proceeds were made with the intention of defrauding Plaintiff of insurance proceeds and causing Plaintiff harm.

55. The misrepresentations by defendants, and each of them, to Plaintiff regarding Plaintiff's claim caused Plaintiff to delay prosecution of Plaintiff's legal rights under the instant action, all to the detriment of Plaintiff.

56. As a result of the fraudulent conduct of defendants, and each of them, Plaintiff was forced to expend additional time and effort in an attempt to recover money owed from defendants.

57. As a further direct and proximate result of the aforementioned wrongful conduct, Plaintiff has incurred costs and expenses for prosecution of the present action,

1 including expert witness fees, court costs, and expenses in prosecuting the present
2 action, all in an amount not yet fully ascertained, but to be shown according to proof at
3 trial.

4 58. The aforementioned conduct of defendants constituted intentional
5 misrepresentations, deceit, and/or concealment of material facts known to the
6 defendants, and each of them, thereby depriving Plaintiff of property and legal rights,
7 and otherwise causing Plaintiff injury.

8 59. Plaintiff is informed and believes that defendants, and each of them,
9 routinely engage in the conduct herein described, and have and continue to defraud
10 policy holders by means including, but not limited to, withholding money owed and/or
11 refusing to pay policy benefits based upon misrepresentation of terms of the insurance
12 contract.

13 60. As a direct result of defendants' fraudulent conduct, as alleged herein, there
14 is now due and owing from defendants, and each of them, legal interest on the principal
15 amount of Plaintiff's loss as of October 16, 2022 and continuing up through the present
16 time.

17 61. As a further direct result of the defendants' fraudulent conduct, as alleged
18 herein, Plaintiff's claim for benefits under the said insurance policy was denied, and
19 Plaintiff was caused to be without the use of such funds. The reasonable and foreseeable
20 monetary damage resulting from such loss of use is presently not fully ascertained, but
21 subject to proof at trial.

22 62. The fraudulent, intentional, callous, willful, wanton and oppressive acts of
23 defendants, as set forth herein-above, are sufficient to warrant the imposition of punitive
24 and exemplary damages against defendants in an amount sufficient to punish and make
25 an example of them. The exact amount of such damages are presently unknown to
26 Plaintiff, but will be subject to proof at trial.

27
28

FOURTH CAUSE OF ACTION

(For Declaratory Relief)

(Alleged against All Defendants)

63. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 62, inclusive of this Complaint as though fully set forth herein.

64. A declaration of rights and duties as to the responsibilities of defendants is appropriate at this time in order to permit Plaintiff to ascertain Plaintiff's rights and duties with respect to the Plaintiff's allegations in this Complaint. No adequate remedy exists at law, other than that prayed for, by which the respective rights and responsibilities of Plaintiff and defendants can be ascertained.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray as follows:

FIRST CAUSE OF ACTION

1. For the principal amount of the value of Plaintiff's claim, subject to proof at trial;
2. For legal interest on the sum of Plaintiff's loss according to proof;
3. For damages for loss of use of the sum of Plaintiff's according to proof;
4. For court costs, arbitration costs and other fees and costs, according to proof;
5. For such other and further relief as the court may deem just and proper.

SECOND CAUSE OF ACTION

1. For the principal amount of the value of Plaintiff's claim, subject to proof at trial;
2. For legal interest on the sum of Plaintiff's loss according to proof;
3. For damages for loss of use of the sum of Plaintiff's loss according to proof;
4. For damages for lost income, according to proof;
5. For special damages, according to proof;
6. For general damages, according to proof;

7. For attorneys' fees pursuant to *Brandt v. Superior Court*, 37 Cal.3d 813 (1985);
8. For punitive damages, according to proof;
9. For such other and further relief as the court may deem just and proper.

THIRD CAUSE OF ACTION

1. For the principal amount of the value of Plaintiff's claim, subject to proof at trial;
2. For legal interest on the sum of Plaintiff's loss according to proof;
3. For damages for loss of use of the sum of Plaintiff's loss according to proof;
4. For damages for lost income, according to proof;
5. For special damages, according to proof;
6. For general damages, according to proof;
7. For punitive damages, according to proof;
8. For such other and further relief as the court may deem just and proper.

FOURTH CAUSE OF ACTION

1. For declaratory relief; and
2. For such other and further relief as the court may deem just and proper.

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1 **ALL CAUSES OF ACTION**

- 2 1. For costs of suit incurred herein; and
3 2. For such other and further relief as the court may deem just and proper.
4

5 **DEMAND FOR TRIAL BY JURY**

6 Plaintiff hereby demands a jury trial as to all claims and issues set forth in this
7 Complaint.
8

9 Date: July 2, 2024

THE NOVAK LAW FIRM, P.C.

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11 By: 

12 Sean M. Novak, Esq.
13 Attorneys for Plaintiff
14 PRESTON CLARK
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CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number and address): Sean M. Novak, Esq. (SBN 198307)/THE NOVAK LAW FIRM, P.C. 2609 N. Sepulveda Blvd., Manhattan Beach, CA 90266		FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 7/24/2024 12:05 PM David W. Slayton, Executive Officer/Clerk of Court, By J. Sam, Deputy Clerk
TELEPHONE NO.: 310-921-8712 FAX NO.: 310-921-8732 EMAIL ADDRESS: service@novaklawfirm.com ATTORNEY FOR (Name): Plaintiff PRESTON CLARK		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 1725 Main St. MAILING ADDRESS: 1725 Main St. CITY AND ZIP CODE: Santa Monica, CA 90401 BRANCH NAME: Santa Monica Courthouse		
CASE NAME: PRESTON CLARK v. USAA CASUALTY INSURANCE COMPANY et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000) <input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: 248MCV03542 JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <input type="checkbox"/> Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input checked="" type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management.
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): Four (4) Causes of Action inc. Insurance Bad Faith and Breach of Contract
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date: July 24, 2024

Sean M. Novak, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE	
<ul style="list-style-type: none">Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.File this cover sheet in addition to any cover sheet required by local court rule.If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.	
Page 1 of 2	

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties In Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties In Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort Auto (22)—Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) <i>(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)</i> Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort Asbestos (04) Asbestos Property Damage Asbestos Personal Injury/ Wrongful Death Product Liability <i>(not asbestos or toxic/environmental)</i> (24) Medical Malpractice (45) Medical Malpractice— Physicians & Surgeons Other Professional Health Care Malpractice Other PI/PD/WD (23) Premises Liability (e.g., slip and fall) Intentional Bodily Injury/PD/WD (e.g., assault, vandalism) Intentional Infliction of Emotional Distress Negligent Infliction of Emotional Distress Other PI/PD/WD Non-PI/PD/WD (Other) Tort Business Tort/Unfair Business Practice (07) Civil Rights (e.g., discrimination, false arrest) <i>(not civil harassment)</i> (08) Defamation (e.g., slander, libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (25) Legal Malpractice Other Professional Malpractice <i>(not medical or legal)</i> Other Non-PI/PD/WD Tort (35) Employment Wrongful Termination (36) Other Employment (15)	Contract Breach of Contract/Warranty (06) Breach of Rental/Lease Contract <i>(not unlawful detainer or wrongful eviction)</i> Contract/Warranty Breach—Seller Plaintiff <i>(not fraud or negligence)</i> Negligent Breach of Contract/ Warranty Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09) Collection Case—Seller Plaintiff Other Promissory Note/Collections Case Insurance Coverage <i>(not provisionally complex)</i> (18) Auto Subrogation Other Coverage Other Contract (37) Contractual Fraud Other Contract Dispute Real Property Eminent Domain/Inverse Condemnation (14) Wrongful Eviction (33) Other Real Property (e.g., quiet title) (26) Writ of Possession of Real Property Mortgage Foreclosure Quiet Title Other Real Property <i>(not eminent domain, landlord/tenant, or foreclosure)</i> Unlawful Detainer Commercial (31) Residential (32) Drugs (38) <i>(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)</i> Judicial Review Asset Forfeiture (05) Petition Re: Arbitration Award (11) Writ of Mandate (02) Writ—Administrative Mandamus Writ—Mandamus on Limited Court Case Matter Writ—Other Limited Court Case Review Other Judicial Review (39) Review of Health Officer Order Notice of Appeal—Labor Commissioner Appeals	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403) Antitrust/Trade Regulation (03) Construction Defect (10) Claims Involving Mass Tort (40) Securities Litigation (28) Environmental/Toxic Tort (30) Insurance Coverage Claims <i>(arising from provisionally complex case type listed above)</i> (41) Enforcement of Judgment Enforcement of Judgment (20) Abstract of Judgment (Out of County) Confession of Judgment <i>(non-domestic relations)</i> Sister State Judgment Administrative Agency Award <i>(not unpaid taxes)</i> Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case Miscellaneous Civil Complaint RICO (27) Other Complaint <i>(not specified above)</i> (42) Declaratory Relief Only Injunctive Relief Only <i>(non- harassment)</i> Mechanics Lien Other Commercial Complaint Case <i>(non-tort/non-complex)</i> Other Civil Complaint <i>(non-tort/non-complex)</i> Miscellaneous Civil Petition Partnership and Corporate Governance (21) Other Petition <i>(not specified above)</i> (43) Civil Harassment Workplace Violence Elder/Dependent Adult Abuse Election Contest Petition for Name Change Petition for Relief From Late Claim Other Civil Petition
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SHORT TITLE CLARK v. USAA CASUALTY INSURANCE COMPANY et al.	CASE NUMBER
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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)	
1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Location where bodily injury, death or damage occurred.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4
		<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Other Personal Injury/ Property Damage/ Wrongful Death		<input type="checkbox"/> 2307 Construction Accidents	1, 4
		<input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
		<input type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons	1, 4
<input type="checkbox"/> 4502 Other Professional Health Care Malpractice		1, 4	
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
Other (35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3	
Employment	Wrongful Termination (36)	<input type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> 1501 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		<input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> 0902 Other Promissory Note/Collections Case	5, 11
		<input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		<input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 11
	Insurance Coverage (18)	<input checked="" type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8

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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Contract (Continued)	Other Contract (37)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5
		<input type="checkbox"/> 3702 Tortious Interference	1, 2, 3, 5
		<input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/ Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> 2602 Quiet Title	2, 6
		<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
		<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
		<input type="checkbox"/> 3902 Administrative Hearing	2, 8
		<input type="checkbox"/> 3903 Parking Appeal	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11

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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Provisionally Complex Litigation (Continued)	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> 2002 Abstract of Judgment	2, 6
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8
		<input type="checkbox"/> 4204 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8
		<input type="checkbox"/> 4307 Other Civil Petition	2, 9

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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON: <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input checked="" type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11			ADDRESS: 3435 OCEAN PARK BLVD
CITY: Santa Monica	STATE: CA	ZIP CODE:	

Step 5: Certification of Assignment: I certify that this case is properly filed in the 90405
District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 07/24/2024



(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or decision by a judge or jury.

Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. The Civil Mediation Vendor Resource List

If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Assistant Case Manager Janet Solis, janet@adrservices.com
(213) 683-1600
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org
(833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion. They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate, or small claims cases.

- b. Los Angeles County Dispute Resolution Programs.** Los Angeles County-funded agencies provide mediation services on the day of hearings in small claims, unlawful detainer (eviction), civil harassment, and limited civil (collections and non-collection) cases.
<https://dcba.lacounty.gov/countywidedrp/>

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case. <https://my.lacourt.org/odr/>

- c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.**

- 3. Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <https://www.courts.ca.gov/programs-adr.htm>
- 4. Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <https://www.lacourt.org/division/civil/CI0047.aspx>

Los Angeles Superior Court ADR website: <https://www.lacourt.org/division/civil/CI0109.aspx>
For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

<p align="center">SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</p>		<p align="center">Reserved for Clerk's File Stamp</p> <p align="center">FILED Superior Court of California County of Los Angeles 07/24/2024 David W. Slayton, Executive Officer / Clerk of Court By: <u>J. Sam</u> Deputy</p>
<p>COURTHOUSE ADDRESS: Santa Monica Courthouse 1725 Main Street, Santa Monica, CA 90401</p>		
<p align="center">NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE</p>		
<p>Your case is assigned for all purposes to the judicial officer indicated below.</p>		<p>CASE NUMBER: 24SMCV03542</p>

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
✓ Elaine W. Mandel	P				

Given to the Plaintiff/Cross-Complainant/Attorney of Record David W. Slayton, Executive Officer / Clerk of Court
on 07/25/2024 By J. Sam, Deputy Clerk
(Date)

LACIV 190 (Rev 6/18)
LASC Approved 05/06

NOTICE OF CASE ASSIGNMENT – UNLIMITED CIVIL CASE

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Santa Monica Courthouse 1725 Main Street, Santa Monica, CA 90401		FILED Superior Court of California County of Los Angeles 07/25/2024
PLAINTIFF: Preston Clark	David W. Slayton, Executive Officer / Clerk of Court	
DEFENDANT: USAA CASUALTY INSURANCE COMPANY	By: <u>J. Sam</u> Deputy	
NOTICE OF CASE MANAGEMENT CONFERENCE		CASE NUMBER: 24SMCV03542

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled at the courthouse address shown above on:

Date: 11/22/2024 Time: 8:30 AM Dept.: P

NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, § 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions, pursuant to LASC Local Rule 3.37, Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.360 and 583.410, Government Code section 68608, subdivision (b), and California Rules of Court, rule 2.2 et seq.

Dated: 07/25/2024



Elaine W. Mandel
Judicial Officer

CERTIFICATE OF SERVICE Elaine W. Mandel / Judge

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below:

☒ by depositing in the United States mail at the courthouse in Santa Monica, California, one copy of the original filed herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid.

☐ by personally giving the party notice upon filing of the complaint.

Sean M. Novak
2609 N. Sepulveda Blvd.
Manhattan Beach, CA 90266

David W. Slayton, Executive Officer / Clerk of Court

Dated: 07/25/2024

By J. Sam
Deputy Clerk

LASC LACIV 132 Rev. 01/23
For Optional Use

**NOTICE OF
CASE MANAGEMENT CONFERENCE**

Cal. Rules of Court, rules 3.720-3.730
LASC Local Rules, Chapter 7KUH

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Santa Monica Courthouse 1725 Main Street, Santa Monica, CA 90401		FILED Superior Court of California County of Los Angeles 07/25/2024 David W. Sklyton, Executive Officer / Clerk of Court By: <u>J. Sam</u> Deputy
PLAINTIFF(S): Preston Clark		
DEFENDANT(S): USAA CASUALTY INSURANCE COMPANY		
ORDER TO SHOW CAUSE HEARING		CASE NUMBER: 24SMCV03542

To the party / attorney of record:

You are ordered to appear for an Order to Show Cause Hearing on 11/22/2024 at 8:30 AM in department P of this court, Santa Monica Courthouse, and show cause why sanctions should not be imposed for:

☒ Failure to file proof of service.

Failure to comply or appear may result in sanctions pursuant to one or more of the following: California Rules of Court, rule 2.30 and rule 3.1340; Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.310, 583.360, 583.410, 583.420, 583.430; and Government Code section 68608.

☒ To avoid a mandatory appearance all required documents must be filed at least 5 days prior to the date of the hearing.

Dated: 07/25/2024



Elaine W. Mandel

Elaine W. Mandel / Judge
Judicial Officer

ORDER TO SHOW CAUSE HEARING

1 SEAN M. NOVAK, ESQ. (State Bar No. 198307)
2 FARBOD YOUNTOBIAN, ESQ. (State Bar No. 322576)
3 ELISHEVA RAFAEL, ESQ. (State Bar No. 325829)
4 **THE NOVAK LAW FIRM, P.C.**
5 2609 North Sepulveda Blvd.
6 Manhattan Beach, California 90266
7 Telephone: (310) 921-8712 | Facsimile: (310) 921-8732
8 service@novaklawfirm.com

9 Attorneys for Plaintiff
10 PRESTON CLARK

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES-SANTA MONICA COURTHOUSE**

13 PRESTON CLARK,) Case No. 24SMCV03542
14)
15 Plaintiff,)
16 v.) **PLAINTIFF'S NOTICE OF HEARING**
17)
18 USAA CASUALTY INSURANCE)
19 COMPANY; DOES 1 to 99, inclusive;)
20 ROES 1 to 99, inclusive)
21)
22 Defendants.)
23)
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PLAINTIFF'S NOTICE OF HEARING

1 **TO ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on July 25, 2024, the Court set the following hearing:

3
4 1. Case Management Conference and OSC re Failure to File Proof of service
5 scheduled for November 22, 2024, at 8:30am
6

7
8 This hearing is set to be heard in Department P of the Santa Monica Courthouse,
9 located at 1725 Main Street, Santa Monica, California 90401.

10 The Court's notice is attached hereto as Exhibit "A"
11 Plaintiff was ordered to give notice.
12

13
14 Date: July 30, 2024,

THE NOVAK LAW FIRM, P.C.

15
16 By: E. Rafael
17 Sean Novak, Esq.
18 Elisheva Rafael, Esq.
19 Attorneys for Plaintiffs
20 PRESTON CLARK
21
22
23
24
25
26
27
28

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Santa Monica Courthouse 1725 Main Street, Santa Monica, CA 90401		FILED Superior Court of California County of Los Angeles 07/25/2024
PLAINTIFF: Preston Clark		David W. Slayton, Executive Officer / Clerk of Court
DEFENDANT: USAA CASUALTY INSURANCE COMPANY		By: <u>J. Sam</u> Deputy
NOTICE OF CASE MANAGEMENT CONFERENCE		CASE NUMBER: 24SMCV03542

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

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Date: 11/22/2024 Time: 8:30 AM Dept.: P

NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

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Dated: 07/25/2024



Elaine W. Mandel
Judicial Officer

CERTIFICATE OF SERVICE Elaine W. Mandel / Judge

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below:

☒ by depositing in the United States mail at the courthouse in Santa Monica, California, one copy of the original filed herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid.

☐ by personally giving the party notice upon filing of the complaint.

Sean M. Novak
2609 N. Sepulveda Blvd.
Manhattan Beach, CA 90266

David W. Slayton, Executive Officer / Clerk of Court

Dated: 07/25/2024

By J. Sam
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Santa Monica Courthouse 1725 Main Street, Santa Monica, CA 90401		FILED Superior Court of California County of Los Angeles 07/25/2024 David W. Skyles, Executive Officer / Clerk of Court By: <u>J. Sam</u> Deputy
PLAINTIFF(S): Preston Clark		
DEFENDANT(S): USAA CASUALTY INSURANCE COMPANY		
ORDER TO SHOW CAUSE HEARING		CASE NUMBER: 24SMCV03542

To the party / attorney of record:

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☒ Failure to file proof of service.

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☒ To avoid a mandatory appearance all required documents must be filed at least 5 days prior to the date of the hearing.

Dated: 07/25/2024



Elaine W. Mandel

Elaine W. Mandel / Judge
Judicial Officer

ORDER TO SHOW CAUSE HEARING

1 SEAN M. NOVAK, ESQ. (BAR NO. 198307)
2 **THE NOVAK LAW FIRM, P.C.**
3 2609 N. Sepulveda Blvd.
4 Manhattan Beach, CA 90266
5 Tel: (310) 921-8712
6 Fax: (310) 921-8732
7 service@novaklawfirm.com

8 Attorney for Plaintiff
9 PRESTON CLARK

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES

12 PRESTON CLARK,
13 Plaintiff,

14 v.

15 USAA CASUALTY INSURANCE
16 COMPANY; DOES 1 to 99, inclusive; ROES
17 1 to 99, inclusive,
18 Defendants.

CASE NO.: 24SMCV03542

STATEMENT OF DAMAGES

Complaint Filed on July 24, 2024
Trial Date: Not Assigned

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

NOTICE IS HEREBY GIVEN to the Defendants herein, and through their attorneys of
record, that Plaintiff PRESTON CLARK claims the following special, general, and punitive
damages:

SPECIAL DAMAGES: \$10,000,000.00

GENERAL DAMAGES: \$25,000,000.00

PUNITIVE DAMAGES: \$100,000,000.00

DATE: July 24, 2024

THE NOVAK LAW FIRM, P.C.

BY: 

SEAN M. NOVAK
Attorney for Plaintiff
PRESTON CLARK

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Statement of Damages